

RESOLUTION NO. 98-152

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
AMENDMENT NO. 1 AND REVISION 1 (EXHIBIT A) TO
CONTRACT NO. 94-SAO-00047 FOR FUNDING OF
MAINTENANCE WORK AT THE SHASTA POWERPLANT

=====

BE IT RESOLVED, that the Lodi City Council hereby approves Amendment No. 1 and Revision 1 (Exhibit A) to Contract No. 94-SAO-00047 for funding of Maintenance Work at the Shasta Powerplant; and

FURTHER RESOLVED, that the City Manager and City Clerk are hereby authorized to execute this Agreement on behalf of the City of Lodi.

Dated: October 7, 1998

=====

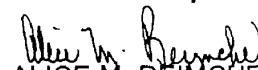
I hereby certify that Resolution No. 98-152 was passed and adopted by the Lodi City Council in a regular meeting held October 7, 1998 by the following vote:

AYES: COUNCIL MEMBERS -- Johnson, Land, Mann, Pennino and Sieglock
(Mayor)

NOES: COUNCIL MEMBERS -- None

ABSENT: COUNCIL MEMBERS -- None

ABSTAIN: COUNCIL MEMBERS -- None


ALICE M. REIMCHE
City Clerk

Amendment No. 1
Contract No. 94-SAO-00047

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA
AND

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL VALLEY PROJECT, CALIFORNIA

CONTRACT AMENDMENT NO. 1 FOR FUNDING OF MAINTENANCE WORK AT
SHASTA POWERPLANT

WITH

CITY OF ALAMEDA
CITY OF BIGGS
CITY OF GRIDLEY
CITY OF HEALDSBURG
CITY OF LODI
CITY OF LOMPOC
NORTHERN CALIFORNIA POWER AGENCY
CITY OF PALO ALTO
PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE, INC.
CITY OF REDDING
CITY OF ROSEVILLE
CITY OF SANTA CLARA
SACRAMENTO MUNICIPAL UTILITY DISTRICT
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
TURLOCK IRRIGATION DISTRICT
CITY OF UKIAH

UNITED STATES
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WESTERN AREA POWER ADMINISTRATION
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SACRAMENTO MUNICIPAL UTILITY DISTRICT
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
TURLOCK IRRIGATION DISTRICT
CITY OF UKIAH

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1 UNITED STATES
2 DEPARTMENT OF ENERGY
3 WESTERN AREA POWER ADMINISTRATION
4 CENTRAL VALLEY PROJECT

5 AND
6 UNITED STATES
7 DEPARTMENT OF INTERIOR
8 BUREAU OF RECLAMATION
9 CENTRAL VALLEY PROJECT, CALIFORNIA

10 CONTRACT AMENDMENT NO.1 FOR FUNDING OF MAINTENANCE WORK AT
11 SHASTA POWERPLANT

12 WITH

13 CITY OF ALAMEDA
14 CITY OF BIGGS
15 CITY OF GRIDLEY
16 CITY OF HEALDSBURG
17 CITY OF LODI
18 CITY OF LOMPOC
19 NORTHERN CALIFORNIA POWER AGENCY
20 CITY OF PALO ALTO
21 PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE, INC.
22 CITY OF REDDING
23 CITY OF ROSEVILLE
24 CITY OF SANTA CLARA
25 SACRAMENTO MUNICIPAL UTILITY DISTRICT
26 SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
27 TURLOCK IRRIGATION DISTRICT
28 CITY OF UKIAH

1. PREAMBLE: This Contract Amendment is made this ____ day of _____,
1998, as part of and pursuant to the same authorities as Contract No. 94-SAO-00047, as amended
(Primary Contract), between the UNITED STATES OF AMERICA (United States), (i) acting by
and through the Administrator, Western Area Power Administration, Department of Energy,
hereinafter called Western, represented by the officer executing this Contract, or a duly appointed
successor, hereinafter called the Contracting Officer, and (ii) acting by and through the
Commissioner, Bureau of Reclamation, Department of the Interior, hereinafter called
Reclamation, represented by the Regional Director, Mid-Pacific Region; and the CITIES OF
ALAMEDA, BIGGS, GRIDLEY, HEALDSBURG, LODI, LOMPOC, PALO ALTO,
REDDING, ROSEVILLE, SANTA CLARA, and UKIAH; the NORTHERN CALIFORNIA
POWER AGENCY; the SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD); the -
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART), a rapid transit

1 district established pursuant to California Public Utility Code Section 28500 et. seq.; the
2 TURLOCK IRRIGATION DISTRICT (TID); and the PLUMAS-SIERRA RURAL ELECTRIC
3 COOPERATIVE, all organized and existing under the laws of the State of California, hereinafter
4 called the Customers; and all collectively called the Parties.

5
6 2. EXPLANATORY RECITALS:

7 2.1 Western, Reclamation, and the Customers entered into Contract
8 No. 94-SAO-00047 (Primary Contract) for funding of maintenance work at Shasta
9 Powerplant.

10
11 2.2 The Parties desire to modify the Primary Contract by deleting the requirement to
12 replace the core iron for unit 1 and adding the replacement of the turbine runners on
13 generating units 3, 4, and 5 at Shasta Dam and Powerplant.

14
15 2.3 Replacement of the turbine runners is expected to increase the ultimate hydraulic
16 capacity of Shasta Powerplant by an additional 51 megawatts (MW) over and above the
17 47 MW increase set forth in Section 9 of the Primary Contract.

18
19 2.4 The replacement of the turbine runners is not expected to increase the funding
20 amount required above the original estimate of twenty-one million, one hundred seventy-
21 five thousand dollars (\$21,175,000.00) the Customers agreed to pay under the Primary
22 Contract.

23
24 2.5 This Contract Amendment revises Section 6 of the Primary Contract to include
25 work associated with replacement of the turbine runners and revises Section 9 to increase
26 the amount of excess capacity from 47 MW to 98 MW.

27 ///

28 ///

1 2.6 The Parties expect that upon completion of the unit rewind work, any resulting
2 excess capacity will be made available to the Customers pursuant to the terms of the
3 Primary Contract. Upon completion of the installation of each turbine runner, any
4 resulting excess capacity will be made available to the Customers as set forth in this
5 Amendment.

6
7 3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

8
9 4. EFFECTIVE DATE AND TERM OF CONTRACT AMENDMENT: This
10 Contract Amendment shall become effective upon execution by all the Parties and remain in
11 effect concurrently with the Primary Contract.

12
13 5. PRIMARY CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except
14 as expressly modified by this Contract Amendment, the Primary Contract shall remain in full
15 force and effect.

16
17 6. MODIFICATION OF SECTION 6 OF THE PRIMARY CONTRACT: Section 6
18 of the Primary Contract entitled "Work to be Performed for the Shasta Rewind Project." is
19 hereby modified as follows:

20 6.1 Section 6.2.5 of the Primary Contract is hereby deleted in its entirety and the
21 following substituted in lieu thereof:

22 "6.2.5. Furnishing of a new thrust bearing for unit 2."

23
24 6.2 The following is hereby added to the Primary Contract as a new Section 6.2.6:

25 "6.2.6 Furnishing of all necessary material, equipment, and labor for the
26 replacement of the unit turbine runners and associated components for generating
27 units 3, 4, and 5."

28 ///

1 7. MODIFICATION OF SECTION 9 OF THE PRIMARY CONTRACT:

2 The first paragraph in Section 9 of the Primary Contract is hereby deleted in its entirety and the
3 following is substituted in lieu thereof:

4 "9. RIGHT TO EXCESS CAPACITY:

5 Reclamation has determined that rewinding and increasing the nameplate ratings of
6 Shasta units 3, 4, and 5 up to 125 MW each is expected to result in a total increase of
7 approximately 47 MW in the capacity available at Shasta Powerplant when the storage
8 in Shasta Lake exceeds 3.6 million acre feet (MAF). As requested by the Customers,
9 Reclamation will increase the generator nameplate ratings of each of these units to
10 142 MW, as part of the work generally described in Section 6.2.3 and 6.2.4 hereof.
11 Additional electrical capacity, above 125 MW, is expected to be available when the
12 turbine runners are replaced as set forth in Section 6.2.6. With the replacement of
13 each turbine runner, the full 142 MW of nameplate rating of each unit will be available
14 depending upon hydraulic conditions. Upon completion of the rewind work generally
15 described in Section 6 hereof, Reclamation shall notify Western of the amount of
16 additional capacity available at Shasta. Upon completion of each turbine runner
17 replacement, as generally described in Section 6 hereof, Reclamation shall notify
18 Western of the amount of additional capacity available at Shasta. Reclamation shall
19 provide Western with the revised Shasta Powerplant capacity available as a function of
20 Shasta Lake water storage and reservoir elevations. Western shall use this information
21 to update Exhibit C attached hereto which shows the incremental increase in Shasta
22 capacity at certain Shasta Lake water storage and reservoir elevations. After
23 completion of the rewind work as generally provided under Sections 6.2.3 and 6.2.4 of
24 this Contract and for the term of this Contract, the Customers will be given a right of
25 first refusal to purchase excess capacity up to 47 MW from the CVP in accordance
26 with this Section 9. After completion of each turbine runner replacement, as set forth
27 in Section 6.2.6, and for the term of this Contract, the Customers will be given a right
28 of first refusal to purchase excess capacity from the CVP up to 17 MW per unit

1 completed in accordance with this Section 9. It is expected that after all work described
2 in Section 6 has been completed, a total of up to 98 MW of excess capacity from the CVP
3 will be made available to the Customers for the term of this Contract.”
4

- 5 8. **EXECUTION IN COUNTERPART:** This Contract Amendment may be executed
6 in a number of counterparts and shall constitute a single document with the same force
7 and effect as if each Party had signed all other counterparts.
8

9 IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be
10 executed the day and year first above written. The signatories hereto represent that they have
11 been appropriately authorized to enter into this Contract on behalf of the Party for whom they
12 sign.

13 WESTERN AREA POWER ADMINISTRATION

14 By: _____

15 Title: Regional Manager

16 Address: 114 Parkshore Drive

Folsom, CA 95630-4710

17 BUREAU OF RECLAMATION

18 By: _____

19 Title: Regional Director

20 Address: _____

21 _____
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1 (Seal)
2 Attest
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4 By: _____
5 Title: _____
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7 (Seal)
8 Attest
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10 By: _____
11 Title: _____
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13 (Seal)
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16 By: _____
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19 (Seal)
20 Attest
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22 By: _____
23 Title: _____
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25 (Seal)
26 Attest
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Title: _____

CITY OF ALAMEDA

By: _____
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Address: _____

CITY OF BIGGS

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CITY OF GRIDLEY

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NORTHERN CALIFORNIA POWER AGENCY
By: _____
Title: _____
Address: _____

CITY OF PALO ALTO
By: _____
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Address: _____

PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE
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CITY OF REDDING
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CITY OF SANTA CLARA
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(Seal)

Attest

By: _____

Title: _____

SACRAMENTO MUNICIPAL

UTILITY DISTRICT

By: _____

Title: _____

Address: _____

SAN FRANCISCO BAY AREA RAPID

TRANSIT DISTRICT

By: _____

Title: _____

Address: _____

TURLOCK IRRIGATION DISTRICT

By: _____

Title: _____

Address: _____

CITY OF UKLAH

By: _____

Title: _____

Address: _____

Contract No. 94-SAO-00047

RESOLUTION NO. _____

BE IT RESOLVED BY THE _____ OF

The _____ is authorized, on behalf of
_____ to execute this Contract Amendment with the
Western Area Power Administration and Bureau of Reclamation titled Amendment No. 1
Contract No. 94-SAO-00047.

Adopted: _____

1 (Seal)
2 Attest
3 By: _____
4 Title: _____

CITY OF ALAMEDA
By: _____
Title: _____
Address: _____

5 (Seal)
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CITY OF BIGGS
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CITY OF LOMPOC
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Exhibit A
(Estimated Funding and Project Work Schedule)

1. This Revision 1 to Exhibit A, to be effective under and as a part of Contract No. 94-SAO-00047, shall become effective on _____, 1998, and shall remain in effect until superseded by another revised Exhibit A or upon termination of the Contract.
2. The revised schedule for the work generally set forth in Section 6 and the funding for such work is set forth as follows:

<u>ACTIVITY</u>	<u>COMPLETION DATE ^{1/}</u>	<u>FUNDING DATE ^{2/}</u>	<u>FUNDING NEEDED</u>
Award Bid	Jun 95		
Initial Contribution Date		Jan 96	\$23,679
		Jul 96	\$150,314
		Aug 96	\$71,186
		Nov 96	\$55,000
		Dec 96	\$677,622
		Jan 97	\$738,000
Disassembly of Unit 4	Feb 97		
		Mar 97	\$867,000
		May 97	\$749,500
Delivery of Materials	Jun 97		
		Jul 97	\$689,500
		Aug 97	\$541,149
Install Components - Unit 4	Aug 97		
		Oct 97	\$732,500
		Nov 97	\$774,577
Reassembly of Unit 4	Dec 97		
		Feb 98	\$1,068,850
		May 98	\$395,538
		Aug 98	\$372,674
		Oct 98	\$265,126
Delivery of Materials	Oct 98		
Publish Turbine Spec	Oct 98		
		Dec 98	\$110,087
Disassembly of Unit 5	Dec 98		
		Feb 99	\$483,798
Install Components - Unit 5	Mar 99		
Award Turbine Contract ^{3/}	Mar 99		\$700,000
		Apr 99	\$320,317
		Jun 99	\$517,753
Reassembly of Unit 5	Jun 99		
		Aug 99	\$87,000
		Oct 99	\$133,000
		Dec 99	\$236,674

<u>ACTIVITY</u>	<u>COMPLETION DATE ^{1/}</u>	<u>FUNDING DATE ^{2/}</u>	<u>FUNDING NEEDED</u>
Turbine Model Evaluation	Dec 99		\$1,100,000
Disassembly of Unit 3	Jan 00		
		Feb 00	\$266,126
		Apr 00	\$313,174
Delivery of Materials	Apr 00		
Install Components - Unit 3	May 00		
		Jun 00	\$162,000
Reassembly of Unit 3	Jul 00		
Delivery of First Turbine	Dec 00		\$2,000,000
Disassembly of Unit 4	Dec 00		\$150,000
Installation of First Turbine	Jan 01		\$100,000
Reassembly of Unit 4	May 01		\$150,000
Disassembly of Unit 5	Oct 01		\$150,000
Delivery of Second Turbine	Dec 01		\$2,000,000
Installation of Second Turbine	Jan 02		\$100,000
Reassembly of Unit 5	May 02		\$150,000
Disassembly of Unit 3	Oct 02		\$150,000
Delivery of Third Turbine	Dec 02		\$2,000,000
Installation of Third Turbine	Jan 03		\$100,000
Reassembly of Unit 3	May 03		\$150,000
Contingencies			<u>\$1,372,856</u>
Total Cost			\$21,175,000

^{1/} Completion dates may be revised upon award of contract(s) by Reclamation.

^{2/} Funding dates listed are for the rewind.

^{3/} Funding Dates for turbine runner installation to be inserted upon award of contract(s) by Reclamation.

3. EXECUTION IN COUNTERPART: This Contract Amendment may be executed in a number of counterparts and shall constitute a single document with the same force and effect as if each Party had signed all other counterparts.

IN WITNESS WHEREOF, the parties have caused this Revision 1, Exhibit A, to be executed the day and year first above written. The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the Party for whom they sign.

WESTERN AREA POWER ADMINISTRATION

By: _____

Title: Regional Manager

Address: 114 Parkshore Drive

Folsom, CA 95630-4710

BUREAU OF RECLAMATION

By: _____

Title: Regional Director

Address: _____

(Seal)

Attest

By: _____

Title: _____

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Title: _____

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(Seal)

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